



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street ♦ Port Townsend ♦ Washington ♦ 98368  
www.jeffersoncountypublichealth.org

September 24, 2012

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** October 8, 2012

**SUBJECT:** Agenda Item – Interlocal Agreement with Whatcom County Health Department for Supporting Healthy Communities work; July 1, 2012 – June 30, 2013; \$10,000

#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Community Health, requests Board approval of the Interlocal Agreement with Whatcom County Health Department for Supporting Healthy Communities work; July 1, 2012 – June 30, 2013; \$10,000

#### **ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

In 2011 Washington State Department of Health was awarded a Federal Centers for Disease Control and Prevention, Community Transformation Grant (CTG). The CTG program will support community-level efforts to reduce chronic diseases such as heart disease, cancer, stroke, and diabetes. By promoting healthy lifestyles, especially among population groups experiencing the greatest burden of chronic disease, these grants will help improve health, reduce health disparities, and control health care spending. The focus is on four priority areas: Healthy Eating, Active Living, Preventive Healthcare Services, and Tobacco-Free Living.

Whatcom County Health Department was selected to serve as the Hub for the Northwest Healthy Communities Region. Whatcom County Health Department will work with Jefferson County Public Health to help build capacity with Jefferson County to achieve a policy, environmental or system change, using an integrated approach toward Tobacco Free Living, Healthy Eating and Active Living.

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: (360) 385-9400  
FAX: (360) 385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

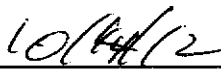
These funds represent both State and Federal money awarded to Whatcom County Health Department through the WA State Department of Health Consolidated Contract. Whatcom County will reimburse Jefferson County for work performed under this contract.

**RECOMMENDATION:**

JCPH management request approval of the Interlocal Agreement with Whatcom County Health Department for Supporting Healthy Communities work; July 1, 2012 – June 30, 2013; \$10,000

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

(Routed to all Public Health Managers)

# INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

WHATCOM COUNTY  
AND  
JEFFERSON COUNTY

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Jefferson County ("Jefferson"); both counties in the state of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **BACKGROUND:** Since October 2011, the Washington State Department of Health (DOH) has begun implementing a regional model for supporting Healthy Communities work in counties across the state. The goal of this work is to improve the health of communities, reduce chronic diseases and reduce health disparities through policy, systems, environmental and infrastructure change strategies. Funds are allocated from DOH to 5 regional Hubs that in turn work with other counties in their region. Whatcom County Health Department (Whatcom) was selected to serve as the Hub for the Northwest Healthy Communities Region (Whatcom, Skagit, Island, San Juan, Kitsap, Clallam, and Jefferson). Three counties (Kitsap, Skagit, and Whatcom) are designated as Community Transformation Grant priority counties due to size and chronic disease risk factors. Four counties (Island, San Juan, Clallam and Jefferson) are designated as non-CTG counties. In July 2012, DOH allocated funds to support Healthy Communities work in non-CTG counties.
2. **PURPOSE:** The purpose of this contract is to build capacity within Jefferson County to achieve a policy, environmental, or system change, using an integrated approach toward Tobacco Free Living, Healthy Eating and Active Living. This statement of work is governed by Whatcom's contract with DOH for Healthy Communities work and will be subject to change if Whatcom's contract with DOH changes. Any changes occurring due to a contract amendment with DOH will be communicated to Jefferson County without a further amendment to this agreement unless the change results in alteration of the reimbursement amount of this agreement. Use of funds must align with the DOH Healthy Communities priorities and be supportive of local, regional, or state-level policy, environment, programmatic, and infrastructure changes.
3. **RESPONSIBILITIES:**  
  
Whatcom will:
  1. Provide technical assistance and support to Jefferson County in carrying out their Healthy Communities work.
  2. Include Jefferson County staff in regional Healthy Communities communication, trainings, and meetings.
  3. Share state and regional Healthy Communities resources with designated Jefferson County staff.

4. Conduct at least one annual site visit at a mutually agreeable time to discuss program progress and contract oversight.

Jefferson will:

1. Designate a primary staff person/contact for Healthy Communities work. Primary staff will ensure Jefferson County LHM administrator is kept informed of local progress and activities and is invited to attend meetings or events as appropriate.
  2. Develop and submit a local budget and work plan for approval by **December 31, 2012** outlining specific tasks and deliverables to address the following approved area:
    - a. Completion of an action plan and/or taking significant steps towards implementation of action plan elements that address a policy, systems, and/or environmental change to promote healthy eating, active living and/or reduce tobacco use in Jefferson County by **June 30, 2013**. The action plan should involve partners outside the health department, such as schools, YMCAs, transportation, housing, or other local partners.
  3. Identify and facilitate participation of local organizations/individuals in a Regional Healthy Communities Coalition.
  4. Have at least one staff person (preferably more) attend twice yearly Regional Coalition meetings.
  5. Participate in conference calls, trainings, and in-person meetings as available
  6. Maintain accurate records of staff time dedicated to Healthy Communities activities.
  7. Provide monthly reports of program activities and staff effort to Hub Regional Coordinator for inclusion in DOH Catalyst reporting. Due dates will be no later than the 7<sup>th</sup> day of each month.
  8. Jefferson County will perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps, and deliverables agreed to with regional partners and approved by DOH.
  9. Jefferson County will comply with all applicable Federal and State requirements that govern this agreement and will cooperate with Whatcom County on at least one annual site visit at a mutually agreeable time to discuss Jefferson County program progress and contract oversight
4. **TERM OF AGREEMENT:** The start date for this grant funded project is July 1, 2012 therefore the start date of this contract has been established as of that date, regardless of the time of signing and shall be in effect through June 30, 2013.
  5. **EXTENSION:** The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than five years.

## 6. MANNER OF FINANCING:

The source of funding for this agreement is the consolidated contract from Washington State Department of Health, CFDA# 93.548.

Jefferson County will be reimbursed for costs associated with meeting the requirements established in "Responsibilities" above in an amount not to exceed \$10,000.

### Invoicing

1. All reimbursed costs must be allowable as defined in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*.
2. Indirect Costs: Eligible program costs include direct program costs and indirect cost reimbursement. With the first invoice claiming indirect costs, Jefferson County will submit a copy of their Cost Allocation Agreement. The rate or rates specified in the agreement will be established following applicable Federal cost principles. The indirect rate used for this contract will not exceed the rate specified in the submitted Cost Allocation Agreement.
3. Jefferson County shall submit itemized invoices on a quarterly basis in a format approved by Whatcom. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom reserves the right to request further back-up documentation for any costs claimed for reimbursement.
4. Unallowable costs: Recipients may not use funds for the following:
  - a. Recipients may not use funds for research
  - b. Recipients may not use funds for clinical care.
  - c. Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services such as contractual.
  - d. Recipients may not generally use HHS/CDC/ADSDR funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget.
  - e. Recipients may not use funding for construction.
  - f. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
  - g. Reimbursement of pre-award costs is not allowed.
  - h. Recipients may not use funds for abortions in accordance with Executive Order 13535.
  - i. If requesting indirect costs in the budget, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.
5. Jefferson County shall submit invoices to (*include PO #*):

Attention: Business Office  
Whatcom County Health Department

509 Girard Street  
Bellingham, WA 98225

6. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

7. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**

8. **Duplication of Billed Costs or Payments for Service:** Jefferson County shall not bill Whatcom for services performed or provided under this contract, and Whatcom shall not pay Jefferson County, if Jefferson County has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. Jefferson County is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

9. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

9.1 Whatcom County's representative shall be:

Astrid Newell, Community Health Manager  
Whatcom County Health Department  
1500 North State Street  
Bellingham, WA 98225  
[anewell@whatcomcounty.us](mailto:anewell@whatcomcounty.us)  
P: 360-676-4593 #50802  
F: 360-676-6729

9.2 Jefferson County's representative shall be:

Julia Danskin, Public Health Supervisor  
Jefferson County Public Health  
615 Sheridan Street  
Port Townsend, WA 98368  
[jdanskin@co.jefferson.wa.us](mailto:jdanskin@co.jefferson.wa.us)  
P: 360.385.9400

10. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

11. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.
12. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
13. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
14. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
15. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
16. **OTHER PROVISIONS:**  
Jefferson County will comply with all applicable Federal and State requirements that govern this agreement. The following exhibits include additional contract requirements.  
Exhibit A, Sub-recipient Agreement  
Exhibit B, Required Assurances From Washington State Department of Health Contract # C16907

WHATCOM COUNTY

PROGRAM APPROVAL

\_\_\_\_\_  
Astrid Newell, CH Manager

\_\_\_\_\_  
Date

HEALTH DEPARTMENT APPROVAL

\_\_\_\_\_  
Regina A. Delahunt, Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date



**FOR JEFFERSON COUNTY**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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John Austin, Chair  
Jefferson Board of County Commissioners

Approved as to form only;

*David Almon* 9/24/12  
Jefferson Co. Prosecutor's Office